

[PRINTED IN ENGLISH AND SPANISH]

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GERARDO VALDEZ LUJAN, individually and on behalf of all other persons similarly situated who were employed by CABANA MANAGEMENT, INC. and/or GLENN FRECHTER; and/or any other entities affiliated with or controlled by CABANA MANAGEMENT, INC. and/or GLENN FRECHTER,

Plaintiffs,

- against -

CABANA MANAGEMENT, INC. and/or GLENN FRECHTER, and/or any other entities affiliated with or controlled by CABANA MANAGEMENT, INC. and/or GLENN FRECHTER,

Defendants

Docket No.: 10 CV 755
(ILG) (RLM)

Claims Administrator

Claims Administrator
FRG Information Systems
P.O. Box 460 Peck Slip Station
New York, NY 10272-0460
RE: Cabana

CLAIM FORM AND RELEASE
INSTRUCTIONS

In order to receive any portion of the settlement funds described in the Notice of Proposed Class Action Settlement ("Notice"), you must sign, date, and return this Claim Form and Release to the Claims Administrator postmarked by _____.

CHANGES OF ADDRESS

It is **your responsibility** to keep a current address on file with the Settlement Claims Administrator. Please make sure to notify the Settlement Claims Administrator of any change of address.

Claims Administrator
FRG Information Systems
P.O. Box 460 Peck Slip Station
New York, NY 10272-0460
RE: Cabana

***THIS FORM MUST BE MAILED TO THE SETTLEMENT CLAIMS ADMINISTRATOR POSTMARKED
BY _____***

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA") and New York state law. I hereby consent and agree to join the case of *Lujan, et al. v Cabana, et al. Case No. 10-cv-755*. I consent and agree to be bound by any adjudication of this action by the Court. I further agree to be bound by the collective action settlement herein approved by my attorneys and approved by this Court as fair, adequate, and reasonable.

My signature below constitutes a full and complete release and discharge of CABANA MANAGEMENT, INC. and/or GLENN FRECHTER, and/or any other entities affiliated with or controlled by CABANA MANAGEMENT, INC. and/or GLENN FRECHTER, including Cabana Seaport LLC, Cabana Midtown LLC, Cabana East LP, and Cabana 70 Associates LP and their present and former owners, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, insurers, attorneys, parents, subsidiaries, affiliates, benefit plans, plan fiduciaries, and all persons acting by, through, under or in concert with any of them ("Cabana Defendants") by me and by my respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, including any and all wage and hour claims, demands, rights, liabilities, expenses, and losses of any kind, that I have, had, or might have had against Cabana Defendants based on any act or omission that occurred at any time up to and including today, the day I sign this claim, related to any of the facts or claims alleged in this Litigation, even if presently unknown and/or un-asserted, including but not limited to: The Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201, et. seq. and the wage and hour laws and regulations of the state of New York, including, the New York Labor Law Article 6 and 19, the New York Minimum Wage Act, §§650 et. seq. and Minimum Wage Orders, 12 N.Y.C.R.R. § 142-1.1 et. seq., and 12 N.Y.C.R.R. §§ 142-2.4, 142-3.4, and all derivative benefit claims (both ERISA and non-ERISA benefits), interest on such claims, and attorneys' fees, expenses and costs in exchange for my allocated share of the Settlement Fund.

I declare under penalty of perjury that the above information is correct.

Date

Signature